

FOR OFFICIAL USE ONLY

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (45 CFR 350)	RATING	PAGE OF PAGES 1 45
2. CONTRACT (Proc. Insl. Ident.) NO. DE-CF0000014		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 09CF00022
5. ISSUED BY CODE 00112	6. ADMINISTERED BY (If other than Item 5) CODE 00112			
OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585		OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585		

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) BOOZ ALLEN HAMILTON INC 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET 30
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM
CODE 006928857	FACILITY CODE	

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE 00506
	OR FOR HQ US DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER PO BOX 4937 OAK RIDGE TN 37831

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (a) (2)	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	33-44
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENT	6-10	X	J	LIST OF ATTACHMENTS	45
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12-14	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	15				
X	G	CONTRACT ADMINISTRATION DATA	16-18	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	19-32	M	EVALUATION FACTORS FOR AWARD		

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Contractor)	20A. NAME OF CONTRACTING OFFICER Craig S. Frame
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <u>Craig S. Frame</u> (Signature of the Contracting Officer)
19C. DATE SIGNED 11/20/08	20C. DATE SIGNED NOV 24 2008

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
DE-CF0000014

PAGE OF
2 45

NAME OF OFFEROR OR CONTRACTOR
BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 36-2513626 DUNS Number: 006928857 FINANCIAL SERVICES Subj to Retent: NO Fund: 05600 Appr Year: 2009 Allottee: 60 Report Entity: 304302 Object Class: 25100 Program: 3165101 Project: 0000000 WFO: 0000000 Local Use: 0000000 FOB: Destination FINANCIAL SERVICES Obligated Amount:				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 Items Being Acquired (DEC 1991)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work for the term specified in Part I, Section F:

Item 1 – Provide services to the Office of the Chief Financial Officer with specialized financial advice and services in accordance with Clause C.2 Statement of Work, and Clause H.5, Technical Direction.

B.3 Estimated Level of Effort (NOV 1996)

In accordance with Part I, Section H, clause entitled "Level-of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

PERIOD	TERM	DPLH
Base Period	1 Year from Contract award date	

B.4 Direct Labor Rates (JUL 1991)

The Contractor shall provide Direct Productive Labor Hours (DPLH) for the labor categories set forth below at the fixed hourly labor rates indicated herein for each annual period that this contract remains in effect. The Contractor shall bill the DOE only for the labor category(s) set forth in this clause. The Direct Labor is based on a fully burdened fixed hourly rate per labor category and is all inclusive of all costs associated with direct labor including wages, fringe benefits, labor overhead, general and administrative expenses, clerical/secretarial support, and profit.

The labor rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. (See Clause H.17, entitled "Level of Effort," paragraph b.)

B.4.1 BASE PERIOD			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
1001			
1002			
1003			
1004			
1005			

The Contractor understands that the amount of the Other Direct Costs is only an estimate and the Government does not guarantee the total of the Other Direct Costs.

The Other Direct Costs will be reimbursed at cost, including _____ The reimbursement of Other Direct Costs will be based upon the determination by the Contracting Officer Representative (COR) of reasonableness and allocability to the contract. All travel shall be in accordance with U.S. Government Travel Regulations. The Government is not able to provide the Contractor with U.S. Government special airfares.

SPECIFIC NON-REIMBURSABLE COSTS

The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; secretarial or clerical support time; word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents except for government and other publications related to the performance of this contract; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the Contractor is not in travel status away from the home office. No bills are to contain any items representing disbursements made for the benefit of the Contractor's current personnel.

B.5 Ceiling Price of Contract (JUL 1991)

The ceiling price of the Base Period of the contract is _____ The ceiling price includes Other Direct Costs (ODC) in the amount of _____ travel in the amount of _____ and _____ on the ODC and travel.

Other Direct Costs (ODC), to include first class mail, express mail, computer usage, computer research charges, copying, shipping, and handling to be reimbursed at cost only	
Travel	
Handling - 9% based on ODC & travel	

PRICING SUMMARY FOR BASE PERIOD

TOTAL NOT TO EXCEED PRICE FOR BASE PERIOD	
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B.6 Funding (JUL 1991)

Pursuant to Part I, Section H, Clause H.19 entitled "Funding", total funds in the amount of _____ have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end March 6, 2009.

B.7 Option to Extend Services.

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 Statement of Work

1. Introduction

On September 30, 2008, the President signed into law H.R.2638, entitled "Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009." This Continuing Appropriations Resolution Act authorized the Department of Energy ("DOE or the "Department") to make commitments for loans made under the "Department of Energy-Energy Programs-Advanced Technology Vehicles Manufacturing Loan Program Account" of up to \$25,000,000,000 and further appropriated \$7,510,000,000 for the cost of direct loans as authorized by section 136(d) of the Energy Independence and Security Act of 2007 (Public Law 110-140; 42 U.S.C. 17013(d)), to remain available until expended. Of such appropriated amount \$10,000,000 shall be used for administrative expenses in carrying out the direct loan program. The auto loan program is a priority to the Department because it will help automakers retool and build technology for new models of vehicles.

DOE is committed to proceeding as promptly and responsibly as possible in the development of the advanced technology vehicle manufacturing loan program ("ATVM Program.") In order to do so, it is seeking assistance in conducting analyses and developing recommendations for its issuance of the auto loans under the ATVM Program. The Department's Office of the Chief Financial Officer ("CFO") is retaining financial services firm(s) ("Contractor(s)") to secure specialized financial advice and services necessary for successfully and expeditiously preparing for the loan program, analyzing the loan applications, performing financial analysis, developing recommendations for the issuance of the loans, and closing and monitoring the loans.

2. Scope

The Contractor(s) shall report to and be responsible to the CFO. The Contractor(s) will communicate and coordinate with the CFO in all aspects of finance, accounting, loan valuation and collateral and credit analysis. As part of the DOE finance team, the Contractor(s) will work in close coordination with DOE and DOE's Office of Advanced Technology Vehicles Manufacturing Loan Program and its contractor personnel in analyzing the ATVM Program, including, but not limited to the following: analyzing loan applications, performing financial analysis of the borrowers, offering sound structuring alternatives in respect to transactions, performing due diligence of potential borrowers, and offering expertise with financial statement and regulatory reporting requirements that result from executing such transactions.

As determined by the Contracting Officer's Representative (COR), the Contractor(s) will apply the resources and effort required with respect to financial matters for the successful review, analysis, award and closing of applications for loans and of loans made pursuant to the ATVM Program, in accordance with Clause H.25 (Conflicts of Interest) as updated, and approved staffing levels.

3. Role of Financial Advisor and Summary of Work Areas

DOE is seeking advisory services from Contractor(s) with senior level experience to serve as Financial Advisor(s). Contractor(s) will advise DOE on various financial matters associated with the ATVM Program, including, but not limited to, work in the following areas:

WORK AREA 1 –REVIEW OF THE AUTO LOAN APPLICATIONS

- Provide support in analyzing advanced technology automobile loan applications for eligibility and compliance in accordance with required statutes and regulations.
- Provide detailed financial analysis of the borrower and recommendations regarding a reasonable prospect for repayment of the loan.
- Provide pricing analysis, collateral analysis, transaction design and broad-based financial advisory services, including credit analysis.
- Provide evaluation of the accounting implications of direct loan issuance, including sound loan accounting disclosure and reporting practices and other relevant standards and compliance requirements.
- Provide ongoing support to the CFO during the application review process in meetings with loan applicants and/or related to loan applications, including responding to specific requests for analytical support and review of any applicant submissions.
- Provide financial advice and assistance to the CFO related to all aspects of the ATVM Program including the structuring, documenting, financing and implementation of complex financing transactions in the auto making industry
- Implement oversight processes to assist with the ongoing monitoring of collateral quality, borrower credit quality, and the evaluation of direct loan program operations.

WORK AREA 2 – FINANCIAL ADVISORY SERVICES/DUE DILIGENCE

- Provide methods, processes and advice to the CFO regarding terms and structural alternatives for any loan transaction under the ATVM Program [to increase the probability of success and repayment of a loan].
- Undertake due diligence review of all transactions that are proposed and/or executed that support the loan under the ATVM Program, including but not limited to, any material agreements related to the project (and the parties or their affiliates to such agreements), corporate formation and governance documents.
- Analyze any financial model proposed by a loan applicant, including an analysis as to whether the model is structured to properly reflect the key economic and financial assumptions related to the proposed project (cash flow projections, budget, etc.).

- Provide a credit analysis consistent in form and substance with the CFO's standards, including review of financial statements and business plan for a given project.
- Provide specific analysis and insight into the business plan, feasibility studies, risk mitigation strategies and other specific elements of the loan proposal.
- Evaluate the risks related to project contractual obligations.
- Provide a comprehensive due diligence analysis of loan applicant, affiliated entities, local project management and other entities as required by the CFO. Upon request, travel to project location for on-site due diligence.
- Provide credit analysis and recommendations with respect to the financial viability of a loan recipient without the receipt of additional Federal funding associated with the proposed project.
- Develop recommendations regarding the ongoing monitoring of the loan portfolio's quality and performance.
- Develop policies and procedures for the accounting treatment of DOE's loans under the ATVM Program.
- Review all financial documents and related correspondence, filings and other financial representations on ATVM Program issues arising in connection with loans applied for or made under the ATVM Program.
- Consult promptly with the CFO on all material, policy, financial and DOE-specific issues that may arise with respect to loans applied or made in connection with loans applied for under the ATVM Program.
- Draft and deliver to the CFO from time to time at the request of the CFO and, in any event, prior to the closing date, "due diligence" memoranda, describing all financial documents reviewed and identifying all material financial issues; analyzing such issues; and, if appropriate, explaining how such issues were or could be addressed, mitigated or resolved.

WORK AREA 3 – DRAFT FINANCIAL DOCUMENTS

- As requested and required by the CFO, draft policy recommendations for use by the ATVM Program in ensuring the soundness of auto loans.
- As requested and required by the CFO, develop surveillance techniques for the ongoing monitoring of borrower's credit risk, collateral, and operational evaluation.

- As requested and required by the CFO, recommend accounting policies and procedures that will result in effective monthly accounting and management reporting for any transactions.
- As requested and required by the CFO, prepare written position papers and provide specialized financial advice concerning the ATVM Program and any transaction structures within.
- As requested and required by the CFO, prepare a final report that summarizes the analysis performed and conclusions reached on the ATVM Program.

WORK AREA 4 CLOSING

- Draft any necessary financial document as required for the closing of the loans under the ATVM Program.

With respect to all of the foregoing work areas, Contractor(s) shall provide DOE with oral and written analysis, advice and recommendations, including memoranda and letters to support opinions on financial issues analyzed and evaluated in the performance of work.

4. Defective Work

The DOE will require the Contractor(s) to replace or correct deliverables or services that fail to meet contract requirements at no additional cost to the DOE.

5. Performance Requirements

Each performance requirement will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- *Performance Objective - A statement of the outcome or results expected in a specific work order area. (These objectives will be identified in the basic contract for each work order area.)*
- *Performance Measures - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures. (These measures will be dependent on the actual work orders issued by the Technical Monitors. The basic contract will identify a list of measures from which the technical monitor will select one or more measures for the specific work orders that are issued.)*
- *Performance Expectations - The targeted level or range of levels of performance for each performance measure. The Technical Monitors will identify the expectations for each measure and incorporate them into the specific work orders.*

Performance Objectives

The Contractor(s) shall provide support to the ATVIM Program in all aspects of finance, accounting, loan valuation and collateral and credit analysis.

Performance Measures

- (a) Completeness
- (b) Timeliness in meeting required due dates
- (c) Accuracy of data and recommendations

Performance Expectations

- (a) The Contractor(s) will provide 100% of all services and deliverables identified in the statement of work in a complete, effective, and efficient manner.
- (b) The Contractor(s) will deliver 100% of all deliverables on time.
- (c) No deliverable is rejected for inaccurate data or findings of fact.

SECTION D - PACKAGING AND MARKINGD.1 SECTION D - PACKAGING AND MARKINGD.2 Packaging (APR 1984)

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

D.3 Marking (APR 1984)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(The rest of this page is left blank intentionally.)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 SECTION E - INSPECTION AND ACCEPTANCE

E.2 Inspection (JUL 1991)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with clause entitled "Inspection - Time-and-Materials and Labor-Hour".

E.3 Acceptance (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer's Representative (COR).

E.4 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

(a) Definitions. As used in this clause--

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the offices plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has

reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(The rest of this page is left blank intentionally.)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 SECTION F - DELIVERIES OR PERFORMANCE

F.2 Term of Contract (JAN 1992)

The term of this contract is one year from the date of DOE Contracting Officer Signature, SF 26 Block 20c.

F.3 Principal Place of Performance (APR 1984)

The principal places of performance are the Contractor's facilities, the Washington D.C. metropolitan area and other location(s) as directed by the DOE Contracting Officer's Representative.

(The rest of this page is left blank intentionally.)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SECTION G - CONTRACT ADMINISTRATION DATA

G.2 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)).

(b) **Other Correspondence.**

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Matthew Parker
Telephone Number: (202)287-1303

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) **DOE Contracting Officer Address.** The Contracting Officer address is as follows:

Contracting Officer (Do not use name of Contracting Officer)
U.S. Department of Energy
Headquarters Procurement Services
Division MA 642.3
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN Contract #: DE-CF0000014

G.3 Billing Instructions (APR 2004)

(a) The Contractor will submit all invoices, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <<http://finweb.oro.doe.gov/vipers.htm>>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Invoice Amount
- (6) Period Covered by Invoice
- (7) Cumulative Amount Invoiced to Date
- (8) Labor Charges shall be accompanied by the following:

(i) A listing of the hours expended by individuals during the invoice period and totals to date, broken down by labor categories with the associated fixed rates identified within Section B of this contract. Contractor will not bill for any labor categories not listed in Clause B.4.

(ii) Invoices which span two or more years shall be segregated by each period of the contract and have a running cumulative total by labor category (cost and hours), and other direct cost(s) by each work order number.

- (9) ODC to include first class and express mail, computer usage, computer research charges, copying, shipping, handling, and travel to be reimbursed at cost only, including 9% handling, shall be accompanied by a detailed listing of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract. Travel per diem rates will be paid in accordance with U.S. Travel Regulations. The DOE cannot provide U.S. Government airline fares. Contractor will not be required to provide invoices for travel per diem, i.e., food or lodging when billing in accordance with U.S. Travel Regulations. Invoices for car rental and airline fares will be subject to request by the COR.
- (10) Pursuant to FAR Subpart 52.232-7, the Contracting Officer shall withhold from payment 5% of the direct labor being billed but the aggregate amount so withheld from all invoices shall not exceed \$50,000.00.

- (11) The invoice will also contain a certification signed by the Contractor to the effect that:

"Under penalty of law, Booz Allen Hamilton, certifies that the invoice is truthful and accurate, and that the services and charges set forth herein comply with the terms and conditions of the subject contract, and that the costs and charges set forth herein are necessary and reasonable."

- (12) The Contractor may bill the U.S. Department of Energy only once per 30 day period.
- (13) The Contractor's billing statements shall be accompanied by a summary of entries containing DPLH for each day in which work is performed. Individual time entries shall include a description of the services provided at a level of detail sufficient to identify the services provided to a general activity.

G.4 DOE Contracting Officer's Representative (COR) Address (JAN 1990)

- (a) The COR's address is as follows:

U.S. Department of Energy
ATTN: Jenny Kellogg
Office Symbol: CF-60
1000 Independence Ave., S.W.
Washington, D.C. 20585
Telephone Number: 202-586-5288

- (b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

G.5 DOE Contracting Office Address (NOV 2000)

- (a) The Contracting Officer's address is as follows:

U.S. Department of Energy
Headquarters Procurement Services
Division MA 642.3
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN Contract #: DE-CF0000014

The DOE Contract Specialist for the contract is located at the address in (a) above and is as follows:

Contract Specialist: Matthew Parker
Telephone Number: (202)287-1303

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.2 Consecutive Numbering (APR 1984)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.3 Confidentiality of Information (APR 1984)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by

DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.4 Representations, Certifications and Other Statements of the Offeror (JUN 1988)

The Representations, Certifications and Other Statements of the Offeror, dated 8/28/2008 for this contract are hereby incorporated by reference.

H.5 Technical Direction (JAN 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after

receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

H.6 Modification Authority (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.7 RESERVED

H.8 Government Property and Data (JAN 1992)

(a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.

(b) Government Furnished Property and Data.

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the List of Government Property - Furnished, Part III, Section J, Attachment [not attached] to the contract, shall be furnished.

(c) Reporting Requirements.

(1) The reports required in accordance with 48 CFR 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR 945 and the form's instructions.

(2) The reports are to include all capital equipment and sensitive items furnished under this contract, whether or not listed on the attachments referenced above.

H.9 Subcontracts (July 2002)

(a) Prior to the placement of subcontracts and in accordance with the "Subcontracts" clause in Section I, the Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Part II, Section I of the contract;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications;

(3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor, the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

NONE APPROVED

H.10 Services of Consultants

(a) In addition to the provisions of the clause of this contract entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts)" the prior written consent of the Contracting Officer also shall be obtained for outside consultants.

(b) Prior to the award of any consultant agreements for advisory and assistance services, the contractor shall obtain from the proposed consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI).

NONE APPROVED

H.11 RESERVEDH.12 RESERVEDH.13 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.14 Rights to Proposal Data (APR 1984)

Pursuant to the Section I clause entitled "Rights to Proposal Data" the following portions of the contractors proposal is listed as proprietary data:

Contractor's proposal dated:

Page numbers of proprietary data within the Contractor's proposal: [Direct & Fully Burdened Hourly Labor Rates. Section B]

H.15 Required Key Personnel (APR 2005)

Pursuant to the Section I clause entitled "Key Personnel," the Contractor's key personnel are as follows:

NAME	DOE TITLE	CONTRACTOR TITLE
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The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individuals. That period of time shall not be less than thirty (30) days. Nothing in this clause H.15 shall be deemed to prohibit Contractor's personnel identified as Key Personnel from performing managerial or administrative tasks for Contractor or from providing services for other clients of Contractor so long as the level of support required hereunder is not adversely affected. Such tasks and the performance of such services for other clients shall not be deemed to be a "diversion" for purposes of this clause or clause I.59.

Requests for a substitution of named individuals will be processed in accordance with the following procedure:

- 1) Requests for substitution will be requested in writing to the Contracting Officer. Contractor will request substitution(s) 30 calendar days in advance of the requested effective date for substitution of named personnel.
- 2) Requests shall include the date an existing individual is leaving and the proposed date for substitution of a replacement individual.
- 3) Rates for any such replacement individuals shall be those prescribed by Clauses B.4.

H.16 Ordering Procedure

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of Work Orders and revisions to Work Orders issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer's Representative (COR)
- (b) From time to time during the period of performance of this contract, Work Orders will be issued in writing by the Contracting Officer's Representative to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Work Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Work Orders.
- (c) Work Orders will be issued on forms specified and provided by the Government. Work Orders will be numbered. A revision to a Work Order will be identified by an alpha designation following the existing Work Order number indicating the revision sequence.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Work Order issued by the Contracting Officer's Representative, a Contractor Work Order Plan on forms specified and provided by the Government. The Work Order Plan is the Contractor's overall estimate for the completion of the Work Order and shall include the following:
 - (1) Date of commencement of work, and any necessary revision to the schedule of performance.
 - (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the work order.
 - (3) The travel and material estimate.

- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
 - (5) Estimated computer use time required, if applicable.
 - (6) Other pertinent information, inter-divisional transfers, etc.
 - (7) The total estimated amount for completion of the Work Order.
- (e) The Contractor's Work Order Plan is subject to the review and acceptance of the Contracting Officer's Representative. After a Work Order is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer's Representative a revised Work Order Plan with explanatory notes. Revised Work Order Plans submitted by the Contractor are also subject to the review of the Contracting Officer's Representative.
- (f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Work Orders which are not in compliance with any of those clauses of the contract.

H.17 Level of Effort

- (a) In the performance of Work Orders issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.
- (b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.
- (c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.
- (d) There are no clerical hours as part of the contract DPLH. The DPLH in Part I, Section B, does not include clerical hours because the contractor's accounting system does not charge clerical hours as direct costs. All clerical hours are accumulated into indirect expense pool(s); therefore, clerical labor costs will not be billed as direct costs by the contractor. If clerical hours are billed as direct costs by the contractor, those costs will be considered unallowable and will not be reimbursed by the Government.

H.18 Payment (JUL 1991)

- (a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause

entitled "Payments under Time-and-Materials and Labor-Hour Contracts".

(b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$50,000.

(c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs, plus 9 % handling and allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this contract in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

H.19 Funding (JUL 1991)

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(c) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the

Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.

(g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

H.20 Subcontracting Reporting Submission Requirements (March 2000) (Not applicable if there is no subcontracting)

In accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 entitled "Small Business Subcontracting Plan" or an alternate which is included in this contract, contractors shall submit Standard Form 294, Subcontracting Report for Individual Contracts semi annually and Standard Form 295, Summary Subcontract Report annually based on the mid-point and end of the Government's fiscal year. These reports shall be submitted to the Contracting Officer electronically by entering the data required using the Web-based Subcontracting Reporting System (SRS) at <http://www.pr.doe.gov/srs/>. An SRS Handbook is available at <http://www.pr.doe.gov/pr3.html>. Failure to submit the reports on schedule is considered a contract breach and may result in the withholding of fee or other payments until such time as the report is properly prepared, submitted and accepted by the Contracting Officer. In addition, in accordance with FAR 15.304 when an acquisition is competitively awarded, an offeror's past performance (including the submission of subcontract reports) shall be considered in making award decisions.

H.21 RESERVED

H.22 Access To DOE-Owned Or Leased Facilities (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the

person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.23 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (OCT 2005) (Not applicable if no subcontracting)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.24 INCURRING OF COSTS WHILE IN TRANSIT

The Contractor, subcontractor(s) and contractor consultant(s) will charge the Department of Energy for time in transit between locations in accordance with Section 5.2(c) of Appendix A to CFR 719, which provides:

“Travel time may be reimbursed at a full rate for the portion of time during which the contractor actually performs work for which it was contracted: any remaining travel time during normal working hours shall be reimbursed at 50%, except that in no event is travel time for time during which work is performed for any other client reimbursable. Also, for long distance travel that could be completed by various methods of transportation, i.e., car, train or plane, only the charge for the overall fastest travel time will be considered reasonable.” For purposes of this requirement, Contractor’s normal working hours shall be 7:00 am through 7:00 pm, Sunday through Saturday, based on the time zone where travel was initiated. For Contractor’s personnel traveling to and from Washington, D.C. and Las Vegas; transportation costs incurred for air flights that do not exceed standard coach class fares will be deemed reasonable if the flight originates or terminates in or near the Washington, D.C. metropolitan area.

In no event will the Contractor be compensated for travel time involving intra-city travel from Contractor’s offices to a Department of Energy Facility or the facility of another Department of Energy contractor.

H.25 SPECIAL ORGANIZATIONAL CONFLICTS OF INTEREST

In addition to clause I.55 (DEAR 952.209-72, Alternate I), the following will apply to the Contractor and shall be incorporated into any subcontract:

A. Organizational Conflict of Interest Requirements

1. Throughout the period that this Contract is in effect, and for a period of one year after the contract expires or is terminated, the Contractor agrees that it will not represent or otherwise assist a client (defined as an entity that is applying for a loan), including but not limited to automobile manufacturers and component suppliers, in applying or advising on matters related to the application for a loan under the Advanced Technology Vehicles Manufacturing Direct Loan Program (ATVM Program).

2. In addition, throughout the period that this Contract is in effect, with respects to matters unrelated to the ATVM Program, the Contractor may not represent a client that is applying for a loan under the ATVM Program unless the contractor (a) obtains a waiver of conflicts from the client in a form that is approved by the Contracting Officer and (b) takes measures suitable to the Contracting Officer to insulate its work and the professionals connected in any way with the client’s other interests from the work being performed under this contract.

3. The Contracting Officer’s determination of whether to waive an apparent, potential or actual conflict of interest is solely within the discretion of the Contracting Officer.

4. The measures that the Contractor will take shall be provided in the Organizational Conflicts of Interest Mitigation Plan (Mitigation Plan), which the Contractor is required to implement and maintain throughout the period that this contract is in effect. The Mitigation Plan will detail the mechanisms in place to maintain the confidentiality and segregation of information and work related to this contract.

5. In addition to its obligation to perform under other provisions of this contract, the

Contractor agrees not to seek to withdraw from the performance of work under this contract in order to represent another client applying for a loan under the Program or advising on matters related to the application of a loan under the Program.

B. Mitigation Plan

1. The Mitigation Plan shall include an internal business or procedures requirements.
2. These requirements are separate from and not a waiver of, or substitute for, any otherwise applicable legal requirements.
3. DOE Office of General Counsel, will be the authorized entity for providing the Contractor with any waiver of conflicts under applicable legal requirements.

H.26 RESERVED

H.27 Reporting Requirements

See Clause G.3 for reporting requirements for submitting invoices.

The Contractor shall report to and be responsible to the Office of General Counsel. The Project Manager of the Contractor is responsible for reporting on the status of activities under the contract to the COR on a regular, real-time basis (at a minimum of once a week). The Project Manager is also responsible for reporting to the COR on matters related to the Staffing and Resource Plan required under Clause C.2 on a routine basis to ensure the plan is adequate and appropriate as written.

H.28 RESERVED

H.29 Flowdown of OCI Clause

Any work performed by subcontractors and consultants is being undertaken on behalf of the Department of Energy. In addition to flowing down all applicable OCI provisions, the Contractor shall ensure that any subcontractors and consultants recognize DOE as the ultimate client in this matter for attorney ethics and conflicts purposes.

H.30 RESERVED

H.31 RESERVED

H.32 Communications (Not applicable if no subcontracting)

All formal communications regarding contract administration and formal reporting will be handled as prescribed in Clause D.3, Clause G.1 and elsewhere herein. These formal documentation requirements regarding contract administration and formal reporting are not intended to require that the CO or COR be copied on all written or electronic

communications between Contractor and the Department of Energy and on all communications between the Contractor and the Department's contractors. However, nothing in this clause will be construed to limit the obligation of the Contractor to communicate with the COR on a real time basis and to provide all communications and other documents that are reasonably necessary to keep the COR thoroughly informed regarding activities under the contract. Furthermore, the CO and the COR reserve the right to require the submission to the CO of a copy of any written or electronic communication.

H.33 Subcontracting Reporting Submission Requirements (March 2000) (Not applicable if no subcontracting)

In accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 entitled "Small Business Subcontracting Plan" or an alternate which is included in this contract, contractors shall submit Standard Form 294, Subcontracting Report for Individual Contracts semi annually and Standard Form 295, Summary Subcontract Report annually based on the mid-point and end of the Government's fiscal year. These reports shall be submitted to the Contracting Officer electronically by entering the data required using the Web-based Subcontracting Reporting System (SRS) at <http://www.pr.doe.gov/srs/>. An SRS Handbook is available at <http://www.pr.doe.gov/pr3.html>. Failure to submit the reports on schedule is considered a contract breach and may result in the withholding of fee or other payments until such time as the report is properly prepared, submitted and accepted by the Contracting Officer. In addition, in accordance with FAR 15.304 when an acquisition is competitively awarded, an offeror's past performance (including the submission of subcontract reports) shall be considered in making award decisions.

H.34 RESERVED

H.35 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (OCT 2005) (SEE H.23)
(Not applicable if no subcontracting)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

SECTION I - CONTRACT CLAUSES

- I.1 52.202-1 Definitions. MAY 2001
- I.2 52.203-3 Gratuities. APR 1984
- I.3 52.203-5 Covenant Against Contingent Fees. APR 1984
- I.4 52.203-7 Anti-Kickback Procedures. JUL 1995
- I.5 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
- I.6 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- I.7 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. SEP 2007
- I.8 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
- I.9 52.204-9 Personal Identity Verification of Contractor Personnel. SEPT 2007
- I.10 Reserved.
- I.11 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. SEP 2006
- I.12 52.215-2 Audit and Records - Negotiation. (JUN 1999) - Alternate III JUN 1999
- I.13 52.215-8 Order of Precedence - Uniform Contract Format. OCT 1997
- I.15 52.219-9 Small Business Subcontracting Plan. APRIL 2008
- I.17 52.222-3 Convict Labor. JUN 2003
- I.18 52.222-26 Equal Opportunity. MAR 2007
- I.19 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. SEP 2006
- I.20 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
- I.21 52.222-47 Reserved
- I.22 52.223-6 Drug-Free Workplace. MAY 2001
- I.23 52.223-14 Toxic Chemical Release Reporting. AUG 2003
- I.24 52.224-2 Privacy Act. APR 1984
- I.25 52.227-14 Rights in Data - General. DEC 2007
- I.26 52.229-3 Federal, State, and Local Taxes. APR 2003
- I.27 52.229-5 Reserved
- I.28 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. FEB 2007
- I.29 52.232-9 Limitation on Withholding of Payments. APR 1984
- I.30 52.232-25 Prompt payment. OCT 2008
- I.31 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. OCT 2003
- I.32 52.233-1 Disputes. JUL 2002
- I.33 52.233-3 Protest after Award. AUG 1996
- I.34 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. APR 1984
- I.35 52.242-1 Notice of Intent to Disallow Costs. APR 1984
- I.36 52.242-13 Bankruptcy. JUL 1995
- I.37 52.245-1 Government Property. JUN 2007
- I.38 52.249-1 Termination for Convenience of the Government (Time and Materials(Fixed-Price) (Short Form). APR 1984
- I.39 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (SEPT 2007) DEVIATION
- I.40 952.202-1 Definitions.

I.41 52.204-7 Central Contractor Registration

As prescribed in 4.1104, use the following clause:

CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information

that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.42 RESERVED

I.43 52.237-3 Continuity of Services. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.44 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

I.45 RESERVED

I.46 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [Insert one or more Internet addresses]

I.47 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.48 RESERVED

I.49 RESERVED

I.50 Lobbying Restriction (Energy and Water Act 2006)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.51 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.52 RESERVED

I.53 RESERVED

I.54 952.204-72 Disclosure of information. (APR 1994)

(a) It is mutually expected that the activities under this contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.

(b) The contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

I.55 952.209-72 Organizational conflicts of interest. (JUN 1997)(Alternate I)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of two years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as

may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

Alternate I

In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of contracts.

(f) Subcontracts. (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

(End of alternate)

I.56 952.245-5 Government property (cost reimbursement, time-and-materials, or labor-hour contracts.)

Modify FAR 52.245-5 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

I.57 970.5223-4 Workplace Substance Abuse Programs at DOE Sites. (DEC 2000)

(a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program based on the Contractor's current program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts. (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.58 Computer Security (DEAR 952.204-77) (AUG 2006)

(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.59 952.235-70 Key Personnel

In accordance with 935.070, insert the following clause.

KEY PERSONNEL (APR 1994)

The personnel specified in an attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: provided that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. The attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

[49 FR 12042, Mar. 28, 1984, as amended at 56 FR 41965, Aug. 26, 1991; 62 FR 2310, Jan. 16, 1997]

SECTION J - LIST OF ATTACHMENTS

J.1 SECTION J - List of Attachments

CONTRACT

NONE